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6. UNITED STATES DISTRICT COURT
7. WESTERN DISTRICT OF WASHINGTON
8. IN TACOMA

9. NSC Atlantic Trading GMBH & CIE. KG

IN ADMIRALTY

10. Plaintiff,

Case No.

11. v.

12. SIVA BULK SHIPPING DMCC

13. Defendant,

DECLARATION OF
BUCK FOWLER

14. and

15. MASTER OF THE M/V PRASLIN, IMO
9544750

16. and

17. WILHELMSSEN SHIP SERVICE, INC.

18. Garnishees.
19.

20.
21. I, Buck Fowler, pursuant to 28 U.S.C. § 1746, upon my personal knowledge,
22. information and belief, certifies as follows:

23. 1. I am the Managing Member of Marine Lenders Services, LLC with offices
24. at 5350 30th Avenue NW, Suite C, Seattle, Washington 98107. I have experience as
25. vessel owner, operator, and broker, and have served as the U.S. Marshal's substitute
26. custodian for vessels under arrest in this District.

DECLARATION OF BUCK FOWLER - 1

HOLMES WEDDLE & BARCOTT, PC
999 THIRD AVENUE, SUITE 2600
SEATTLE, WA 98104-4011
TELEPHONE (206) 292-8008
FAX (206) 340-0289

1. 2. I have read Local Admiralty Rule 135 pertaining to the custody of property
2. and am familiar with its provisions.

3. 3. I am not party to this action and have no interest in the outcome of this
4. action.

5. 4. I am also familiar with the PRASLIN vessel, at least to the extent of its
6. size, type, construction material, and apparent condition, and have access to adequate
7. facilities and supervision for and can safely make arrangements for bunker removal and
8. keep the same in place of the United States Marshal during the pendency of suit herein
9. and until further Order of the Court, and in this regard, will perform normal and
10. customary custodial services, including attending mooring lines, bilge pumping as
11. necessary, and providing locks and security, during the custodianship at a charge of 1,500
12. for the first 10 days and \$500 / day for subsequent days, 10 day minimum, plus \$7,700 for
13. insurance covering the first twelve months of custody. There will be an arrest fee not to
14. exceed \$3,250 plus expenses.

15. 5. The total charge for said services will be less than those charged by the
16. United States Marshal for providing such services through professional keepers. I will
17. provide these services in order to safeguard and protect the vessel, or minimize expenses
18. and/or maximize the sale price of the vessel. In the event the vessel needs to be moved to
19. remove the bunkers, I will notify the U.S. Marshal's office prior to movement and when
20. she has been secured.

21. 6. I am the named beneficiary on a marine general insurance policy issued by
22. Great American Insurance Co. (Policy No. CL1932503366) with limits of \$2,000,000 for
23. damage sustained by third parties due to negligence committed during said custody, and
24. plaintiff further agrees to hold harmless and indemnify the United States and the United
25.
26.

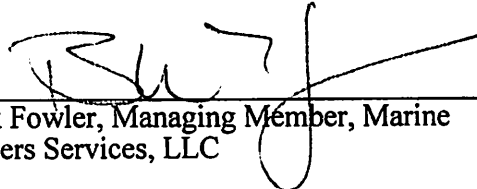
1. States Marshal from any and all claims whatsoever arising out of the substitute
2. custodian's possession and safekeeping.

3. 7. Further, I agree to accept substitute custodianship of the bunkers, in
4. accordance with the order appointing substitute custodian.

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6. I certify under penalty of perjury under the laws of United States of America that
7. the foregoing is true and correct.

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Executed this 28 day of JUNE, 2019, at Seattle, Washington.


Buck Fowler, Managing Member, Marine
Lenders Services, LLC